Memorandum

MIAMIDADE)

Agenda Item No. 8(C)(1)

Date:

June 4, 2013

To:

Honorable Chairwoman Rebeca Sosa

and Members, Board of County Commissioners

From:

Carlos A. Gimenez

Mayor

Subject:

FY 2012-2013 Tourist Development Council Grants Program

Third Quarter Recommendations for a Total of \$181,000

Recommendation

It is recommended that the Board approve the funding of 23 grants for a total of \$181,000 from the FY 2012-2013 Tourist Development Council Grants Program — Third Quarter. Attached is a list describing the projects being recommended for funding. In addition, it is recommended that Resolution R-130-06 (requiring contracts with non-governmental entities be signed by the other parties before being submitted to the Board of County Commissioners) be waived in order to expedite the allocation of funding support for these time-sensitive, tourism-oriented and community events.

<u>Scope</u>

The impact of this agenda item is countywide.

Fiscal Impact/Funding Source

Funding for the Tourist Development Council (TDC) Grants Program comes from the 2% Tourist Development Room Tax Revenue and the 2% Hotel/Motel Food and Beverage Surtax revenues. In addition, the Greater Miami Convention and Visitors Bureau provides \$25,000 to the TDC pursuant to a multi-year agreement. Further, a remaining balance of \$176,627 in unspent grant funds in FY 2011-12 was carried over and is being appropriated as part of the FY 2012-13 program. TDC grants are disbursed through Index Code TU243964, Sub-object Code 60625, and drawn from Fund 150, Subfund 151.

In Ordinance 12-74, a total of \$1,125,000 has been allocated for FY 2012-2013 Tourist Development Council (TDC) Grants (\$1,025,000 from Fund ST 150, Subfund 151, plus \$100,000 from Fund ST 150, Subfund 152). The current third quarter recommendations, totaling \$181,000, continues the recommended TDC grant allocations for this fiscal year.

Delegation of Authority

Authority for executing contracts for these grants resides with the Mayor or his designee; authority for amending and exercising all provisions, including cancellation provisions contained in the contracts for these grants, is delegated to the Department Director.

Track Record/Monitor

Each recommended organization has a track record for responding to Departmental grant requirements and contractual conditions. Michael Spring, Director of the Miami-Dade Department of Cultural Affairs, is responsible for monitoring the grant contracts.

Background

The Tourist Development Council convened on April 11, 2013 to review 24 applications requesting \$332,000 for the Third Quarter of the program. The TDC recommended funding 23 applicants for a total of \$181,000.

The projects selected for funding represent a diversified range of activities and demographic locations. In its deliberations, the TDC carefully considered and applied the Tourist

Honorable Chairwoman Rebeca Sosa and Members, Board of County Commissioners Page 2

Development Council Grants guidelines, as outlined below.

The Tourist Development Council Grants Program is responsive on a quarterly basis to organizations/events, which showcase Miami-Dade County's appeal as a tourist destination by sponsoring tourist-oriented sports events, cultural and special events (visual and performing arts, including theater, concerts, recitals, opera, dance, art exhibitions and festivals) and television origination projects.

The TDC specifically evaluated each applicant organization based on the following competitive review criteria: 1) tourism impact/marketing plan; 2) quality and track record of the organization and its event; 3) event coordination and management; 4) fiscal feasibility and accountability; and 5) efforts to comply with and incorporate the American with Disabilities Act (ADA) into projects.

It is recommended that Resolution R-130-06 (requiring contracts with non-governmental entities be signed by the other parties before being submitted to the Board of County Commissioners) be waived. These grant recommendations are being submitted to the Board immediately subsequent to their thorough evaluation by the Tourist Development Council and while the Department of Cultural Affairs simultaneously issues grant agreements for execution by grantees, subject to the Board's approval of this agenda item. It is in the best interest of the County to waive Resolution R-130-06 and proceed in this manner in order to expedite grant allocations for time-sensitive, tourism-oriented and community events. This "dual track" approach saves from one to two months of time in providing funding support to projects that have been evaluated through a thorough and already lengthy grants review process. As a safeguard, the Department negotiates the grant agreements by closely adhering to the descriptions of projects that are summarized in the list of grant projects attached to this memorandum. In addition, grant funds are released on a reimbursement basis to ensure that County grant funds are used strictly for the activities that are listed in this memorandum and represented in the subsequent grant agreements.

Attached is a list describing the projects being recommended for funding.

Lisa M. Martinez, Senior Advisor, Office of the Mayor



MEMORANDUM

(Revised)

Honorable Chairwoman Rebeca Sosa

and Members, Board of County Commissioners

DATE:

June 4, 2013

FROM:

R. A. Cuevas, Jr.

County Attorney

SUBJECT: Agenda Item No. 8(C)(1)

Pleas	anore any nems checked.
-	"3-Day Rule" for committees applicable if raised
	6 weeks required between first reading and public hearing
	4 weeks notification to municipal officials required prior to public hearing
	Decreases revenues or increases expenditures without balancing budget
· <u></u>	Budget required
<u></u>	Statement of fiscal impact required
	Ordinance creating a new board requires detailed County Mayor's report for public hearing
	No committee review
	Applicable legislation requires more than a majority vote (i.e., 2/3's, 3/5's, unanimous) to approve
h re 10 () 	Current information regarding funding source, index code and available

Approved	Mayor	Agenda Item No.	8(C)(1)
Veto		6-4-13	
Override			
	•		

RESOLUTION NO.

RESOLUTION AUTHORIZING THE FUNDING OF TWENTY-THREE (23) GRANTS FOR A TOTAL OF \$181,000 FROM THE FY 2012-2013 THIRD QUARTER TOURIST DEVELOPMENT ROOM TAX PLAN AND SURTAX CATEGORY TO PROMOTE MIAMI-DADE COUNTY TOURISM ALYANS ATIZAY AYISYEN, INC.; AQUA FOUNDATION FOR WOMEN, INC.; ART DIRECTORS CLUB; CITY GROVE CHAMBER THEATRE, INC.; COCONUT COMMERCE, INC.; CORAL GABLES CINEMATEQUE, INC.; EDGE ZONES, INC.; FRIENDS OF THE BASS MUSEUM, INC.; FRIENDS OF THE MIAMI-DADE PUBLIC LIBRARY, INC.; FUNDARTE, INC.; GREATER MIAMI BILLFISH TOURNAMENT, INC.; HAITIAN AMERICAN HISTORICAL SOCIETY, INC.; MIAMI GAY & LESBIAN FILM FESTIVAL, INC.; MIAMI NORTHWEST EXPRESS TRACK CLUB, INC.; MIAMI RIVER FUND, INC.; MICHAEL-ANN RUSSELL JEWISH COMMUNITY CENTER, INC.; NEW THEATRE, INC.; SOUTH FLORIDA AUTISM CHARTER SCHOOLS, INC.; THE MIAMI FOUNDATION, INC. A/F/A PHILANTHROFEST INTERNATIONAL, INC.; THE RHYTHM FOUNDATION, INC.; THE SUNSHINE JAZZ ORGANIZATION, INC.; THE UNCONSERVATORY, INC.; UNIVERSITY OF WYNWOOD WAIVING RESOLUTION R-130-06, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE GRANT AGREEMENTS AND TO EXERCISE THE CANCELLATION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board waives the requirements of resolution R-130-06, and approves funding of twenty-three (23) grants for a total of \$181,000 from the FY 2012-2013 Third Quarter meeting of the Tourist Development Council

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Grants Program-Room Tax Plan and Surtax Category to promote Miami-Dade County tourism by funding tourist-oriented cultural, sporting, television and special event/promotions as follows:

Alyans Atizay Ayisyen, Inc.	8,000
Aqua Foundation for Women, Inc.	5,000
Art Directors Club	10,000
City Theatre, Inc.	5,000
Coconut Grove Chamber of Commerce Inc.	5,000
Coral Gables Cinemateque, Inc.	6,000
Edge Zones, Inc.	6,000
Friends of the Bass Museum, Inc.	5,000
Friends of the Miami-Dade Public Library, Inc.	15,000
Fundarte, Inc.	5,000
Greater Miami Billfish Tournament, Inc.	6,000
Haitian American Historical Society, Inc.	5,000
Miami Gay & Lesbian Film Festival, Inc.	17,500
Miami Northwest Express Track Club, Inc.	10,000
Miami River Fund, Inc.	10,000
Michael-Ann Russell Jewish Community Center, Inc.	5,000
New Theatre, Inc.	7,000
South Florida Autism Charter Schools, Inc.	9,000
The Miami Foundation, Inc. a/f/a PhilanthroFest International, Inc.	12,500
The Rhythm Foundation, Inc.	5,000
The Sunshine Jazz Organization, Inc.	5,000
The Unconservatory, Inc.	4,000
University of Wynwood. Inc.	15,000

and authorizes the County Mayor or County Mayor's designee to execute grant agreements, in substantially the form of the sample attached hereto, with each grantee for and on behalf of Miami-Dade County, Florida and to execute the cancellation provisions contained therein.

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The foregoing resolution was offered by Commissioner who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

> Rebeca Sosa, Chairwoman Lynda Bell, Vice Chair

Bruno A. Barreiro

Esteban L. Bovo, Jr.

Jose "Pepe" Diaz

Audrey M. Edmonson

Sally A. Heyman Jean Monestime

Barbara J. Jordan

Sen. Javier D. Souto

Dennis C. Moss

Juan C. Zapata

Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted the 4th day of June, 2013. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

> MIAMI-DADE COUNTY, FLORIDA BY ITS BOARD OF **COUNTY COMMISSIONERS**

HARVEY RUVIN, CLERK

Ву:	
Deputy Clerk	

Approved by County Attorney as to form and legal sufficiency.

Daniel Frastai



MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS Tourist Development Council Grants Program – Third Quarter

GRANT AWARD AGREEMENT - ARTICLE I

The Miami-Dade County Department of Cultural Affairs and the Cultural Affairs Council, the Mayor and the Board of County Commissioners are pleased to announce that Miami-Dade County has awarded a grant as described herein to «Organization» (hereinafter referred to as the Grantee). The grant award, acknowledging that the Grantee is performing a public service through its programs and projects, is awarded as follows:

		GRANTEE AND GR	ANT DESCRIPTION		
1. 2.	GRANTEE: AMOUNT OF GRANT:	«Organization» (EIN#«Federal_ID») «Address», «City», «State» «Zip» «Award» (Reimbursement / Direct)			
3.	PROJECT:	«Project_Title»	cogram application and any revisions attached hereto)		
4. 5. 6. 7.	ITEMIZED PROJECT BUDGET: GRANT START DATE: GRANT END DATE: REPORT DEADLINE:	(as described in the program application and any revisions attached hereto) (as described in the Restatement of Project Budget attached hereto) April 1, 2013 June 30, 2013 August 14, 2013			
The Pa	rties hereto have executed this Agre	ement on the da	ay of		
MAMI-	DADE COUNTY, FLORIDA, by its	BOARD OF COUNTY C	OMMISSIONERS:		
			Clerk, Miami-Dade County Board of County Commissioners		
			County Manager/Designee		
GRAN					
make u and wil Octobe Affidavi as app	p this grant award contract. In signi I abide by the terms and considerati or, 2011 as provided with the grant it. Further, the Grantee agrees that t	ng this article, the under ons set forth in the Gen award package, and wit he funded project will be ith the program guideli	ment of Project Budget, original application and Universal Affidavit, signed officials, on behalf of the Grantee, certify that they have read eral Terms and Conditions for Grants (Articles II, III, IV and V) dated h those provisions outlined in the notarized and attached Universal executed in substantially the form outlined in the original application nes of the Tourist Development Council program and within the Budget.		
(Grante	ee's Corporate Seal)		Signature Authorized Official #1		
			Printed Name/Title Authorized Official #1		
			Signature Authorized Official #2		
			Printed Name/Title Authorized Official #2		

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS GENERAL TERMS AND CONDITIONS FOR TOURIST DEVELOPMENT COUNCIL GRANTS (October, 2011) ARTICLES II, III, IV and V

ARTICLE II

- 1. Parties: The parties to the Grant Award Agreement, which shall be referenced herein as the "Agreement," are the Grantee listed in Article 1.1, and Miami-Dade County, Florida, a political subdivision of the State of Florida. The Home Rule Charter authorizes Miami-Dade County to provide for the uniform health and welfare of the residents throughout the County, and further provides that all functions not otherwise specifically assigned to others under the Charter, shall be performed under the supervision of the County Mayor or his designee. The County Mayor has delegated the responsibility of administering this grant to the Director of the Miami-Dade County Department of Cultural Affairs, who shall be referred to herein as the "Director."
- 2. Amount and Payment of Grant Award: The total amount of the grant is specified in Article 1.2. By making this grant, Miami-Dade County assumes no obligation to provide financial support of any type whatever in excess of the total grant amount. Cost overruns are the sole responsibility of the Grantee. Grant funds will be supplied to the Grantee once the award is approved and subject to the conditions and limitations as outlined in the Agreement and its accompanying articles and attachments.

Miami-Dade County's obligation to pay the award under the Agreement is contingent upon an appropriation by the Miami-Dade County Mayor and the Board of County Commissioners and on the availability of funds. In the event that County funds on which the Agreement is dependent do not materialize or are withdrawn, the Agreement is terminated and the County has no further liability to the Grantee, beyond that already incurred by the termination date. In the event of a County revenue shortfall, the total grant will be reduced accordingly. Such termination or reduction of the total grant shall not affect the responsibility of the Grantee under the Agreement as to those funds distributed.

Tourist Development Council grants are made as either a Reimbursement Award or a Direct Award, with the type of grant determined on a case-by-case basis by the Director and on the approval of the Tourist Development Council. The type of this grant award is specified in Article 1.2.

If Article 1.2 designates this grant as a Reimbursement Award, the Grantee agrees to provide to the Director or his designee, within ninety days (90) of the event, copies of original documentation conclusively demonstrating the expenditure of funds for the items indicated as grant award expenses in the Restatement of Project Budget as a condition of receiving payment of this award. Documentation shall include, but not be limited to, copies of original bills, invoices, vouchers, receipts, and canceled checks (front and back) clearly designating payment for expenses associated with the event. Cash transactions are not acceptable unless a copy of a contract, invoice, receipt or other documentation supporting such cash payment is received, marked "paid" and signed by the recipient of the cash. The Director reserves the right to request original documentation to substantiate grant expenditures. Within forty-five (45) business days of receipt of satisfactory documentation described and required by this Agreement, the County shall reimburse the Grantee for the grant expenditures. If documentation as outlined above is not received within ninety days (90) of the event, or if the Director concludes that the documentation provided by the Grantee does not definitively demonstrate that funds were expended for the purposed allowed by this Agreement, the grantee shall waive any and all rights to receive payment of the grant.

If Article 1.2 designates this grant as a Direct Award, grant funds will be supplied to the Grantee once the award is approved and subject to the conditions and limitations as outlined in the Agreement and its accompanying articles and attachments.

3. <u>Project Description:</u> The Grantee may use the grant only for the purposes which are specifically described in Article 1.3, designated "Project," as documented in the Grantee's program application and in accordance with the published guidelines of the grant program through which this grant is being awarded. Any necessary changes in the scope of the project are cited in the attached Restatement of Project Budget. Further, it is expressly understood and agreed that the Grantee's program(s) supported by these grant funds must be open and accessible to the public, provide public exposure and benefit the public unless otherwise noted under Article V, "Special Conditions," of the Agreement.

Amendments to this Agreement and/or minor project revisions believed to be necessary for the purpose of completing the project, but which do not increase the amount of the grant award or substantially alter the original project, its quality, impact, or benefit to the organization, the County or its citizens, must be submitted/requested in writing to the Director sufficiently prior to implementation of revisions for the Director's execution (in the case of an amendment) or approval (in the case of a revision). Minor revisions include,

General Terms and Conditions for Tourist Development Council Grants (10/2011)

but are not limited to those affecting project scope, venue, timeframe and participants. The Director will make the final determination on revisions within fourteen (14) business days of the date of receipt of the request in the Department of Cultural Affairs' offices.

- 4. Project Budget: The Grantee agrees to demonstrate fiscal stability and the ability to administer grant funds responsibly and in accordance with standard accounting practices by developing and adhering to a project budget that is based upon reasonable revenue development and expenditures projected to accomplish the project covered under the Agreement. This budget is referenced in Article 1.4 and is attached to the Agreement as the Restatement of Project Budget, and the Grantee agrees that all expenditures will be subject to the terms of the Agreement and will not significantly deviate from the budget included as a part of the Grantee's program application or funding request information provided to the Miami-Dade County Department of Cultural Affairs. The Grantee agrees and expressly understands that any grant budget revisions including line item changes necessary for the purpose of completing the project must be requested in writing to the Director for his/her consideration prior to the Grant End Date stated in Article 1.6 and that any requested changes may not exceed twenty-five percent (25%) of the total amount of the grant award. The Director will approve or disapprove the Grantee's request in writing within fourteen (14) business days of the date of receipt of the request in the Department's offices.
- 5. Grant End Date: The Grantee shall encumber all grant and matching funds on or before the Grant End Date as outlined in Article 1.6. Any grant funds not encumbered by the Grant End Date or for which a project extension has not been requested, or any encumbered funds not expensed within forty-five (45) days of the Grant End Date shall revert to the Department and the Agreement shall be terminated in accordance with Article II.14. A project extension may be requested in writing from the Director at least thirty (30) business days prior to the Grant End Date. The Director, at his discretion, may grant an extension of up to one (1) year of the Grant End Date so long as such extension will not significantly alter the project including its quality, impact, or benefit to the organization, the County or its citizens.
- 6. Report Deadline: To demonstrate that the Grantee has used the grant award for the project as approved (Article 1.3) and the Itemized Project Budget (Article 1.4) as attached to the Agreement as the Restatement of Project Budget, and has met and fulfilled all requirements as outlined in the Agreement, original application, and any other substantive materials as may be attached or included as a condition to this grant award, the Grantee must submit to the Director or his designee, a written Final Report documenting that the Grantee is meeting or has fulfilled all project and financial requirements. This report is to be received by the Director or his designee by the date specified in Article 1.7 in the form specific to the program through which this grant is being awarded. The Grantee agrees and expressly understands that in making Final Report to the Department, any deviation from the grant expense budget attached to the Agreement as the Restatement of Project Budget must be requested in writing to the Director for his/her consideration prior to the Grant End Date stated in Article 1.6 and that any requested changes may not exceed twenty-five percent (25%) of the total amount of the grant award. The Director, at his/her sole discretion, may require the Grantee to submit interim reports demonstrating progress on the project and accounting for project expenses to date. The Director may also require that a compilation statement or independent financial audit encompassing the entire grant period and accounting for the expenditure of grant funds be prepared by an independent certified public accountant at the expense of the Grantee.

The Grantee shall attach to the Final Report, copies of original documentation conclusively demonstrating the expenditure of funds for the items indicated in the Restatement of Project Budget as grant award expenses. Documentation shall include, but not be limited to, copies of original bills, invoices, vouchers, receipts, and copies of canceled checks (front and back) clearly designating payment for expenses associated with the event. Cash transactions are not acceptable unless a copy of a contract, invoice, receipt or other documentation supporting such cash payment is received, marked "paid" and signed by the recipient of the cash. The Director reserves the right to request original documentation to substantiate grant expenditures.

In the event that the Grantee fails to submit the required Final Report by the deadline date specified in Article 1.7, the Director may terminate the Agreement in accordance with Article II.14. Further, the Director or his designee must approve this report before the Grantee is deemed to have met all conditions of the grant award.

7. <u>Program Monitoring and Evaluation</u>: The Director or his designee may monitor and conduct an evaluation of the Grantee's operations and the project for which this grant is provided, which may include visits by County representatives to: observe the project or Grantee's programs, procedures, and operations; discuss the Grantee's programs with the Grantee's personnel; and/or evaluate the public impact of these funded events and activities.

Upon request, the Grantee shall provide the Director with notice of all meetings of its Board of Directors or governing board, general activities and project-related events. In the event the Director or his designee concludes, as a result of such monitoring and/or General Terms and Conditions for Tourist Development Council Grants (10/2011)

evaluation, that the Grantee is not in compliance with the terms of the Agreement, is not fulfilling other program requirements or stipulations for which this Grant has been provided, or for other reasons prompting significant concerns regarding the Grantee's ability to fulfill the conditions of this grant award, the Director or his designee must provide in writing to the Grantee, within thirty (30) days of the date of said monitoring/evaluation, notice of the inadequacy or deficiencies noted which may significantly impact on the Grantee's ability to complete the project or fulfill the terms of the Agreement within a reasonable time frame. If Grantee refuses or is unable to address the areas of concern within thirty (30) days of receipt of such notice, the Director, at his discretion, may take other actions, which may include the withholding, reduction or rescission of grant funds until such time as the Grantee can demonstrate that such issues have been corrected.

Further, in the event that the Grantee refuses or is unable to address the areas of concern and the grant award has been disbursed in full or in part, then the Director may request the return of the full or partial grant payment. At the Director's sole discretion, a Grantee found to be deficient or in default of a previous grant contract may be declared permanently ineligible to apply to the Department of Cultural Affairs' grants programs. Reinstating the Grantee's eligibility to apply is also at the Director's sole discretion, and may only be considered subsequent to all deficient areas on prior grants having been addressed to the satisfaction of the Director.

If Grantee is not in compliance with the conditions of any other County agreement, the Director, at his discretion, may take other actions, which may include the withholding, reduction or rescission of grant funds until such time as the Grantee can demonstrate that such issues have been corrected.

- 8. <u>Bank Accounts</u>: Monies received pursuant to the Agreement shall be kept in accounts in established Florida banks, credit unions or savings and loan associations whose identity shall be disclosed in writing, with the identity and title of individuals whom the Grantee authorizes to withdraw or write checks on grant funds from the banking institution identified on the "Bank Account Disclosure" form submitted by the Grantee. These accounts need not be accounts which are segregated from other accounts maintained by the Grantee. However, it is highly recommended that the Grantee maintain a separate account for these grant funds.
- 9. Accounting and Financial Review: The Grantee must keep accurate and complete books and records for all receipts and expenditures of this grant award and any matching funds required in conformance with reasonable general accounting standards. These books and records, as well as all documents pertaining to payments received and made in conjunction with this grant, such as vouchers, bills, invoices, receipts and canceled checks, shall be retained in Miami-Dade County in a secure place and in an orderly fashion by the Grantee for at least two (2) years after: the Grant End Date specified in Article I.6.; the expiration of an extended grant period as approved by the Director; the completion of a County requested or mandated audit or compliance review; the conclusion of a legal action involving the grant award, the Grantee and/or project or activities related to the grant award.

The Director or his designee may examine these books, records and documents at the Grantee's offices or other approved site under the direct control and supervision of the Grantee during regular business hours and upon reasonable notice. Furthermore, the Director may, upon reasonable notice and at the County's expense, audit or have audited all financial records of the Grantee, whether or not purported to be related to this grant.

10. <u>Publicity and Credits</u>: The Grantee must include the following credit line in all promotional and marketing materials related to this grant including web sites, news and press releases, public service announcements, broadcast media, event programs, and publications: "With the support of the Miami-Dade County Tourist Development Council, the Miami-Dade County Department of Cultural Affairs and the Cultural Affairs Council, the Miami-Dade County Mayor and Board of County Commissioners." The grantee must also use the County's logo in marketing and publicity materials whenever possible. Please call the Department to request an electronic logo file or download it from our website (www.miamidadearts.org).

By accepting County funds, the grantee is required to recognize and acknowledge Miami-Dade County's grant support in a manner commensurate with all contributors and sponsors of its activities at comparable dollar levels.

11. <u>Liability and Indemnification</u>: It is expressly understood and intended that the Grantee, as the recipient of grant funds, is not an officer, employee or agent of Miami-Dade County, its Board of County Commissioners, its Mayor, the Tourist Development Council, the Department of Cultural Affairs or the Cultural Affairs Council. Further, for purposes of the Agreement and the grant project or activity, the parties hereto agree that the Grantee, its officers, agents and employees are independent contractors.

The Grantee shall take all actions as may be necessary to ensure that its officers, agents, employees, assignees and/or subcontractors shall not act as nor give the appearance of that of an agent, servant, joint venturer, collaborator or partner of the General Terms and Conditions for Tourist Development Council Grants (10/2011)

Tourist Development Council, the Department of Cultural Affairs, the Cultural Affairs Council, the Miami-Dade County Mayor, the Miami-Dade County Board of County Commissioners, or its employees.

The Grantee agrees to be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in the Agreement, including entering into subcontracts with vendors for services and commodities, provided that it is understood by the Grantee that Miami-Dade County shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract, and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

The Grantee shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, law suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the Grantee or its employees, agents, servants, partners, principals or subcontractors. The Grantee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the County, where applicable including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Grantee expressly understands and agrees that any insurance protection required by the Agreement or otherwise provided shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the County or its officers, employees, agents and instrumentalities as herein provided.

- 12. <u>Assignment</u>: The Grantee is not permitted to assign this grant award or any portion thereof. Any purported assignment will render this grant null and void and the Grantee shall be subject to immediate rescission of the full amount of the grant award and reimbursement by the Grantee of its full value to the County.
- 13. Compliance with Laws: It shall be a contractual obligation of the Grantee hereunder, that during the term of the Agreement, the Grantee agrees to abide by and be governed by all applicable federal, state and county laws and the terms of grants made to Miami-Dade County and the Miami-Dade County Department of Cultural Affairs and Cultural Affairs Council, of which this grant is a sub grant, including, but not limited to the following Miami-Dade County Ordinances, Resolutions, sections of the County Code and federal laws:
 - (a) County Ordinance No. 72-82 Miami-Dade County's Conflict of Interest and Code of Ethics Ordinance as amended, which is incorporated herein by reference as if fully set forth herein;
 - (b) Section 2-8.1- of the Miami-Dade County Code Ownership Disclosure;
 - (c) County Ordinance No. 90-133- Amending Sec. 2-8.1; (d)(2) Employment Disclosure;
 - (d) Section 2-8.6 -of the County Code Criminal Record;
 - (e) County Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code Employment Drug-free Workplace;
 - (f) County Ordinance No. 142-91 codified as Section 11A -29 et, seq. of the County Code Family Leave;
 - (g) County Resolution R-385-95 Miami-Dade County Disability Nondiscrimination Affidavit, incorporating the following Federal laws and Acts:
 - (1) The Americans with Disabilities Act of 1990 (ADA), Pub.L. 101-336, 104 Stat. 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment;
 - (2) Title II, Public Services;
 - Title III, Public Accommodation and Services Operated by Private Entities; and Section 504 of the Rehabilitation Act of 1973:
 - (4) Title IV, Telecommunications;
 - (5) Title V, Miscellaneous Provisions: The Rehabilitation Act of 1973, 29 U.S.C. Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair House Act as amended, 42 U.S.C. Section 3601 The foregoing requirements of this section shall <u>not</u> pertain to contracts with the United States or any department or agency thereof, or the State or any political subdivision or agency thereof or any municipality of this State;
 - (h) Section 2-8.1 (c) of the County Code regarding Delinquent and Currently Due Fees or Taxes.

The Grantee has certifiably indicated compliance with these laws, ordinances and resolutions by properly executing the affidavits attached hereto.

Further, all funded activities must provide equal access and equal opportunity in employment and services, and may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation or physical ability, in accordance with Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972 as amended (42 U.S.C. 2000d et seq.), the Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973, and Miami-Dade County ordinances No. 97-170, § 1, 2-25-97 and No. 98-17, § 1, 12-1-98.

14. Remedies: In the event the Grantee shall fail to materially conform with any of the provisions of the Agreement or its attachments referenced herein, the Director may withhold or cancel all, or any, unpaid installments of the grant upon giving five (5) calendar days written notice to the Grantee, and the County shall have no further obligation to the Grantee under the Agreement. Further, in the event of a material breach of any term or condition of the Agreement, upon five (5) calendar days written demand by the Director, the Grantee shall repay to Miami-Dade County all portions of the grant which have been received by the Grantee, but which have not actually been disbursed by the Grantee as of the date that the written demand is received.

In the event this grant is canceled or the Grantee is requested to repay grant funds because of a breach of the Agreement, the Grantee may be declared permanently ineligible to apply to the Tourist Development Council or the Miami-Dade County Department of Cultural Affairs' grants programs. Reinstating the Grantee's eligibility to apply is at the Director's sole discretion, and may only be considered subsequent to all deficient areas on prior grants having been addressed to the satisfaction of the Director. Further, the Grantee will be liable to reimburse Miami-Dade County for all unauthorized expenditures discovered after the expiration of the grant period. The Grantee will also be liable to reimburse the County for all lost or stolen grant funds.

Grant funds which are to be repaid to Miami-Dade County pursuant to this Section or other Sections in the Agreement, are to be repaid by delivering to the Director a certified check for the total amount due, payable to the Miami-Dade County Board of County Commissioners.

These provisions do not waive or preclude the County from pursuing any other remedy, which may be available to it under the law.

- 15. <u>Indulgence Will Not Be A Waiver of Breach</u>: The indulgence of either party with regard to any breach or failure to perform any provision of the Agreement shall not be deemed to constitute a waiver of the provision or any portion of the Agreement either at the time the breach or failure occurs or at any time throughout the term of the Agreement.
- 16. <u>Written Notices</u>: Any written notices required under the Agreement will become effective when delivered in person or upon the receipt of a certified letter addressed to the Grantee at the address specified in Article I.1 of the Agreement, and to the Director when addressed as follows: Director, Miami-Dade County Department of Cultural Affairs, 111 NW First Street, Suite 625, Miami, Florida 33l28.
- 17. <u>Captions Used in the Agreement</u>: Captions as used in the Agreement are for convenience of reference only and should not be deemed or construed as in any way limiting or extending the language or provisions to which such captions may refer.
- 18. <u>Contract Represents Total Agreement</u>: The Agreement, including its special conditions and attachments, represents the whole and total agreement of the parties. No representations, except those contained within the Agreement and its attachments, are to be considered in construing its terms. Other than as specified in this agreement as delegated to the Director, no other modifications or amendments may be made to the Agreement unless made in writing, signed by both parties, and approved by appropriate action by the Miami-Dade County Board of County Commissioners and Mayor.

ARTICLE III - INSURANCE

The Grantee must maintain and shall furnish upon request to the Director or his designee, certificates of insurance indicating that insurance has been obtained which meets the requirements as outlined below:

- Workers Compensation Insurance for all employees of the Grantee as required by Florida Statute 440.
- Commercial General Liability Insurance in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

 Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the project, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

The insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

- 1. The Company must be rated no less than "B" as to the management, and no less than "Class V" as to financial strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division; or.
- 2. The Company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Insurance, and is a member of the Florida Guaranty Fund.

Certificates must indicate that no modification or change in insurance shall be made without thirty (30) days advance written notice to the certificate holder.

Modification or waiver of any of the aforementioned insurance requirements is subject to the approval of the County's Risk Management Division. The Grantee shall notify the County of any intended changes in insurance coverage, including any renewals of existing policies.

ARTICLE IV - TERMINATION

If, for any reason, the Grantee shall fail to fulfill in a timely and proper manner its obligations under the Agreement, or should violate any of the covenants, agreements, or stipulations of the Agreement, the County shall thereupon have the right to terminate the Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

Notwithstanding the above, the Grantee shall not be relieved of liability to the County by virtue of any breach of the Agreement by the Grantee, and the County may withhold any payments to the Grantee until such time as the exact amount of damages due to the County from the Grantee is determined.

ARTICLE V - SPECIAL CONDITIONS

Indirect costs may not be assigned to, charged against or debited from County grant funds.

The grant is awarded to this Grantee with the understanding that the Grantee is performing a public purpose through the programs, projects and services recommended for support. Use of these funds for any program component not meeting this condition will be considered a material breach of the terms of this Grant Agreement and will allow Miami-Dade County to seek remedies including, but not limited to those outlined in the Articles and Exhibits of the Grant Agreement.

Grant funds may not be used for any of the following types of expenses: proposal preparation; repayment of prior debt or deficit reduction; debts, contingencies, fines and penalties, interest and other financial costs; expenses incurred or obligated prior to or after the grant period; building, renovating or remodeling of facilities or capital items; travel or transportation costs to cover expenses for staff travel or presenting programs/activities outside of Miami-Dade County; remuneration of County employees for any services rendered as part of a project receiving a grant through the Department of Cultural Affairs; social/fundraising events; beauty pageants; sporting events played or hosted outside of Miami-Dade County; income generating events for an organization other than the applicant organization; hospitality costs including private entertainment, food, beverages, decorations or affiliate personnel; cash prizes, awards, plaques, or scholarships; re-granting; lobbying the County Commission or the Mayor, the judicial branch, or any public agency or office, or for propaganda materials; charitable contributions or donations; or events which are restricted to private or exclusive participation (by invitation and/or purchase requirements that exceed the cost of a typical, standard ticket to an event/performance), including restricting access to programs or facilities on the basis of race or ethnicity, color, creed, national origin, religion, age, gender, sexual orientation or physical ability.

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS RESTATEMENT OF PROJECT BUDGET

Fiscal Year:			r 19100
Grant Program Name:		-	
Organization Name:			
Program/Project Title:			
Grant Start Date: Grant End Date:		*************************************	
Describe any necessary changes to the program/project that diffe	r from the original grant application (type "f	V/A" if none):	
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Numbers of Children/Youth to be Served:	# of Infants/Preschoolers (Ages 0-5):		
Attending, Participating and/or Performing COMBINED	# of Children (Ages 6-12): # of Youth (Ages 13-17):		
		n/Youth to be Served:	0
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Numbers of Children/Youth with Disabilities:	# of Children/Youth with Disabilities (A	ges 0-17):	
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	TOTAL # of Children/Youth with Disabilities		0
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TOTAL PARTICIPATION:			
All Adults PLUS All Children/Youth COMBINED	Audience /	Performing /	
	Attending:	Instructing:	

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS RESTATEMENT OF PROJECT BUDGET

Grant Program Name:				
	GRANT DOLLARS		TOTALEX	PENSES
	AULOCATIED			
EXPENSES	GRANT DOLLARS +	CASH MATCH =	TOTAL CASH	IN-KIND
Personnel: Administration			\$ -	
Personnel: Artistic			\$ -	
Personnel: Technical/Production		F	\$ -	
Outside Artistic Fees/Services		·	\$ -	
Outside Other Fees/Services			\$ -	
Marketing: ADV/PR/Printing/Publication			\$ -	
Marketing: Postage/Distribution			\$	
Marketing: Web Design/Support/Maintenance		* * * * * * * * * * * * * * * * * * *	\$ -	
Travel: In County	**************************************	·	\$ -	
Travel: Out of County			\$	
Equipment Rental	AANGAA		\$ -	
Equipment Purchase			\$ -	
Space Rental		·	\$ -	
Mortgage/Loan Payments			\$ -	
Insurance			\$ -	
Utilities			\$ -	
Fundraising/Development (Non-Personnel)			\$ -	
Merchandise/Concessions/Gift Shops			\$ -	
Supplies/Materials			\$ -	
Other Expenses (Itemize Below)				
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	TOTAL GRANT	CASH MATCH	Subtotal: CASH	Subtotal: In-Kind
	AWARD:	5. 5. 7. 7. 7. 7. 7. 7. 7. 7. 7. 7. 7. 7. 7.	Expenses	Expenses
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		TOTAL EXPENSES:	\$ -	
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MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS RESTATEMENT OF PROJECT BUDGET

	TOTALRE	WENUES		
REVENUES	CASH	IN-KIND		% of cash revenues
Admissions				#DIV/0!
Memberships				#DIV/01
Tuitions/Enrollment Fees				#DIV/0!
Contracted Services: Outside Programs/Performances				#DIV/0!
Contracted Services: Special Exhibition Fees				#DIV/0!
Contracted Services: Other				#DIV/01
Rental Income				#DIV/0I
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Private/Individual Support		Britania (1906) (1906) (1906) (1906) (1906) (1906) (1906)		#DIV/01
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Other Private Support: Special Event Proceeds				#DIV/0!
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Merchandise/Concession/Gift Shop Revs				#DIV/0!
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Subtotals: CASH Revenues / In-Kind:	\$ -	\$ -		Grant Award % of
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Signature:	Date:	,		_
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Organization/ Project Description FY 2012-2013 TDC Recommendation

Award: \$8.000

Award: \$5,000

Award: \$10,000

1. Alyans Atizay Ayisyen, Inc.

225 NE 59th Street, Miami, Florida 33137 Organization Established in 1994 District Location(s) for Project Activity: 3*

Discover Haiti: Urban Zen by Donna Karan

Grant funds are requested to support the Discover Haiti: Urban Zen by Donna Karan exhibition during Haitian Heritage Month 2013. The exhibit will be presented by the Haitian Cultural Arts Alliance and The Urban Zen Foundation - founded by fashion industry legend Donna Karan for the purpose of helping Haiti to help itself. The exhibition will take place from May 12 - July 1, 2013. This exhibit will be presented free of charge to the public. The project activites will take place at the following venues: Little Haiti Cultural Center and Haitian Cultural Arts Alliance.

2. Aqua Foundation for Women, Inc.

4500 Biscayne Blvd. Suite 340, Miami, Florida 33137 Organization Established in 2004 District Location(s) for Project Activity: 5*

Aqua Girl 2013

Grant funds are requested to support the 14th Annual Aqua Girl Festival which is scheduled to take place May 15 -19, 2013. Aqua Girl is an annual national women's week designed to promote the visibility, health and equality of lesbian, bisexual and transgender women and showcase a variety of LGBT artists. This year there will be many cultural and social event across Miami and Miami Beach including a live music event, upscale dinner event, dance parties, pool parties, tea dance, culinary wine event, and DJ showcase. The project activites will take place at the following venues: National Hotel, The Betsy and The Catalina Hotel and Beach Club.

3. Art Directors Club

106 West 29th Street, New York, New York 10001 Organization Established in 1920 District Location(s) for Project Activity: 5*

92nd Annual Awards Festival of Art and Craft in Advertising and Design

Grant funds are requested to support the production and marketing costs associated with the presentation of the ADC 92nd Annual Awards Festival of Art and Craft in Advertising and Design on April 2-4, 2013. The Art Directors Club (ADC) will host hands-on, interactive, creative workshops for ADC's festival attendees. The project activites will take place at the following venues: W Hotel, New World Center and Wolfsonian – FIU.

^{*} The districts identified for each grantee indicate the location(s) of the event/project. However, spectators attending the event/project come from all throughout the County.

Organization/ Project Description FY 2012-2013
TDC Recommendation

Award: \$5.000

Award: \$5,000

Award: \$6,000

4. City Theatre, Inc.

444 Brickell Avenue, Miami, Florida 33131 Organization Established in 1996 District Location(s) for Project Activity: 3*, 5*

18th Annual Summer Shorts Festival

Grant funds are requested to support City Theatre's 18th Annual Summer Shorts Festival - a 3-part program:(1) Summer Shorts: the production of 8-9 short plays culled from our National Short Play Writing Contest - Partnering with the Adrienne Arsht Center, we produce a program of memorable shorts; (2) there will be a full-length family musical; and (3) CityWrights: A Professional Weekend for playwrights, lawyers, publishers, agents, artists, scholarshipped students and teachers. The project activites will take place at the following venues: Adrienne Arsht Center for the Performing Arts, The EPIC Hotel, and Sabadell United Bank.

5. Coconut Grove Chamber of Commerce Inc.

2820 McFarlane Rd., Miami, Florida 33133 Organization Established in 1981 District Location(s) for Project Activity: 7*

Great Taste of the Grove Food and Wine Festival

Funds are requested to support the Great Taste of the Grove produced by the Coconut Grove Chamber of Commerce being held April 13 - 14, 2013 in Coconut Grove. The event provides a platform for restaurants and hotels to showcase the area's culinary diversity while promoting Coconut Grove as a tourist destination to a diverse crowd of individuals from different areas, ethnicities, age groups and economic strata. The project activities will take place at the following venue: Peacock Park.

6. Coral Gables Cinemateque, Inc.

260 Aragon Avenue, Coral Gables, Florida 33134 Organization Established in 2006 District Location(s) for Project Activity: 6*

International Lens

Grant funds are requested to support INTERNATIONAL LENS, the spring 2013 screening series and related educational activities at the Coral Gables Art Cinema that will bring a diverse range of international "art-house" films to the region. The featured films will generally not be available at other South Florida venues and will provide both locals and tourists in the region with a unique and accessible cultural destination. The project activites will take place at the following venue: Coral Gables Art Cinema.

^{*} The districts identified for each grantee indicate the location(s) of the event/project. However, spectators attending the event/project come from all throughout the County.

Organization/ Project Description FY 2012-2013 TDC Recommendation

Award: \$6,000

Award: \$5,000

Award: \$15,000

7. Edge Zones, Inc.

609 Lenox Ave. #4, Miami Beach, Florida 33139 Organization Established in 2004 District Location(s) for Project Activity: 3*,4*,5*

Miami Performance Festival International

The 2nd Edition of Miami Performance International Festival 2013 will take place in Miami from June 1 - 30, 2013 culminating in a 4-day event June 27-30. It aims to discover and showcase the most exceptional talent working in the realm of performance art, to develop networks and to challenge audiences to rethink their concepts of art through live actions, videos, workshops, lectures and artists' talks. Works by over 70 international artists from more than 15 countries unfold across the city. The project activites will take place at the following venues: Miami Beach Botanical Garden, Miami Design District, North Shore Park Bandshell, Latinos Unidos, and Little Haiti Cultural Center.

8 Friends of the Bass Museum, Inc.

2100 Collins Avenue, Miami Beach, Florida 33139 Organization Established in 1964 District Location(s) for Project Activity: 5*

Hot Nights, Cool Jazz!

Grant funds are requested to support Hot Nights, Cool Jazz!, a jazz concert series which will take place every other Friday evening, from June 9 through August 9, 2013. The Bass Museum will be open to tourists and residents an extra four hours in the evening (5:00 to 9:00 PM) and will showcase Miami's best local jazz artists in concert at 7:00 PM on the museum's main level or in front of the museum in Collins Park (weather permitting). The project activites will take place at the following venue: Bass Museum of Art.

9. Friends of the Miami-Dade Public Library, Inc.

101 W Flagler Street, Miami, Florida 33130 Organization Established in 1974 District Location(s) for Project Activity: 1*, 5*, 8*, 10*

International Art of Storytelling

Grant funds are requested to support the 13th annual International Art of Storytelling Festival (AOS) presented by the Miami-Dade Public Library. Pre-events actually begin in February and culminate on Family Festival Day, Saturday, April 27, 2013 at the Main Library. This day-long festival features performances by a host of artists including life-size puppets, dancers, drummers, and a parade of storybook characters that typically attracts 2,500 to the pre-events and 7,500 to festival day. The project activites will take place at the following venues: Main Library, North Dade Regional Library, West Dade Regional Library and the South Dade Regional Library.

19

^{*} The districts identified for each grantee indicate the location(s) of the event/project. However, spectators attending the event/project come from all throughout the County.

Organization/ Project Description

FY 2012-2013 **TDC Recommendation**

Award: \$6,000

Award: \$5,000

Fundarte, Inc. 10.

Award: \$5,000 7601 Byron Avenue, Miami Beach, Florida 33141 Organization Established in 2003

FUNDarte's Out in the Tropics 2013

District Location(s) for Project Activity: 3*, 5*, 7*

Grant funds are requested to support FUNDarte's Out in the Tropics (OITT) Festival 2013. This is Miami's first and only contemporary performing arts series specifically representing the Gav. Lesbian. Bi-Sexual, Transgender and Queer (GLBTQ) community. OITT 2013 will bring four exciting world-class GLBTQ performing artists to Miami who address broad gender and social issues, and create performance and educational events that serve facets of the local GLBTQ community and the public at large. The project activites will take place at the following venues: Colony Theatre, Miami-Dade Gay & Lesbian Chamber of Commerce, Deauville Hotel, Inkub8 Studios, University of Miami, Miami-Dade Gay & Lesbian Visitors' Center and The Light Box at Goldman Warehouse.

Greater Miami Billfish Tournament, Inc. 11.

> P.O. Box 1036, Key Biscayne, Florida 33149 Organization Established in 1983 District Location(s) for Project Activity: 5* Yamaha Contender Miami Billfish Tournament

Grant funds are requested to support a fishing tournament that promotes sportfishing as an enjoyable activity for the entire family. Scheduled for April 4th - 6th, this tournament attracts tourists and anglers to Miami-Dade County showcasing the destination as the capital of this spectator and participant sport, while promoting marine conservation and preservation ethics, education, scholarships and youth programs, along with businesses and artists from the local area. The project activites will take place at the following venue: Miami Beach Marina.

Haitian American Historical Society, Inc. 12.

> 9822 NE 2nd Ave #3. Miami, Florida 33138 Organization Established in 2001 District Location(s) for Project Activity: 2*

Toussaint L'ouverture and the Louisianna Purchase

Funds are requested to support production costs associated with the presentation of "Toussaint L'ouverture and the Louisianna Purchase" on May 18, 2013 which will culminate with a historic conference and a Haitian folk dance and concert. During the day the parking lot of the Museum will have several arts and craft sections for the children to do Haitian cultural activities: Papier mache, basket weaving, kite making, etc. Food and drinks will be available for purchase. A conference will be held at night for the adults, followed by a Cultural Folk dance show. The project activites will take place at the following venue: Haitian American Historical Museum.

^{*} The districts identified for each grantee indicate the location(s) of the event/project. However, spectators attending the event/project come from all throughout the County.

Organization/ Project Description FY 2012-2013
TDC Recommendation

Award: \$17.500

Award: \$10,000

Award: \$10,000

13. Miami Gay & Lesbian Film Festival, Inc.

6360 NE 4th Court, Miami, Florida 33138 Organization Established in 1999 District Location(s) for Project Activity: 3*, 5*, 6*

15th Annual Miami Gay & Lesbian Film Festival

Grant funds are requested to support the production and marketing of the 15th Annual Miami Gay & Lesbian Film Festival (MGLFF). The MGLFF will continue to raise the pedigree of the films presented by pursuing films selected at major film festivals such as Toronto International, Sundance, European Film Market and Tribeca. These films normally require more in presentation fees, equipment rental and venue rental. The festival will be marketed to the local community as well as to regional and national LGBT print, press, and thru social media. The project activites will take place at the following venues: Regal Cinemas South Beach, Colony Theater, Miami Beach Botanical Garden, Coral Gables Art Cinema, Miami Theater Center and Miami Beach Cinematheque.

14. Miami Northwest Express Track Club, Inc.

1310 NW 90th Street, Miami, Florida 33147 Organization Established in 1979 District Location(s) for Project Activity: 2*

38th Annual Northwest Track and Field Classic

Grant funds are requested to support the 38th Annual Northwest Track & Field Classic. This event involves youth from the Bahamas, British Virgin Islands, Canada, Cayman Islands, Jamaica, Mexico and Puerto Rico and throughout the United States and U.S. Virgin Islands. The project activites will take place at the following venue: Miami Dade College, North Campus / Traz Powell Stadium.

15. Miami River Fund, Inc.

1407 NW 7 Street, Miami, Florida 33125 Organization Established in 1998 District Location(s) for Project Activity: 5*

Miami Riverday

Grant funds are requested to support the free 16th Annual Miami Riverday Festival, a unique event celebrating the history, culture and environment of the Miami River, which flows 5.5 miles through Miami's urban core. The free festival features a variety of activities for everyone including: Miami River boat tours, live music from local bands, historic re-enactors in the Wagner Homestead (1856), Fort Dallas (1844) and Scottish Rite Temple (1922), 20 environmental education booths, and much more. The project activites will take place at the following venue: Lummus Park.

^{*} The districts identified for each grantee indicate the location(s) of the event/project. However, spectators attending the event/project come from all throughout the County.

Organization/ Project Description FY 2012-2013
TDC Recommendation

16. <u>Michael-Ann Russell Jewish Community Center, Inc.</u>

Award: \$5,000

Award: \$7,000

Award: \$9,000

18900 NE 25 Ave., North Miami Beach, Florida 33180 Organization Established in 1987

District Location(s) for Project Activity: 4*

Festival Yachad - Israeli Folk Dance Festival

Grant funds are requested to support Festival Yachad - Israeli Folk Dance Festival, featuring 350 dancers from the JCC's year-round Bamachol Dance Academy and 160 dancers from Israeli dance troupes from Panama, Brazil, Israel, and Mexico. Festival Yachad will feature 2 shows in North Miami Beach - a Showcase Performance on Friday, May 24 and a Children's Performance on Sunday, June 2. The project activites will take place at the following venues: Michael-Ann Russell Jewish Community Center and Julius Littman Performing Arts Theater.

17. New Theatre, Inc.

c/o The Roxy PAC, Miami, Florida 33165 Organization Established in 1986 District Location(s) for Project Activity: 10*

Road Through Heaven

Grant funds are requested to support New Theatre's 27th Anniversary World Premiere of ROAD THROUGH HEAVEN by New Theatre's Artistic Director Ricky J. Martinez running April 19 - May 5, 2013. The play fulfills our mission of new voices, new works, and since the play is set on a Caribbean Island and explores the universal themes of love, hope and the fulfillment of dreams, the play will attract residents and tourists alike. The project activites will take place at the following venue: The Roxy Performing Arts Center.

18. South Florida Autism Charter Schools, Inc.

13835 NW 97 Avenue, Hialeah, Florida 33018 Organization Established in 2008 District Location(s) for Project Activity: 10*

6th Annual Miami International Agriculture Horse & Cattle Show

Grant funds are requested to support the 6th Annual Miami International Agriculture Horse & Cattle Show, which is sponsored by Commissioner Javier D. Souto and the Miami Horse Council. This free event is open to the public and will take place on April 12-14. This event attracts tourists from the USA and South America, and also provides farmers, ranches, and local businesses with the oportunity to promote their industries. The project activites will take place at the following venue: Tropical Park - Ronald Reagan Equestrian Center.

19. The Miami Foundation, Inc. alf/a PhilanthroFest International, Inc. Award: \$12,500

2246 SW 1st Street, Miami, Florida 33135 Organization Established in 2012 District Location(s) for Project Activity: 5*, 7*

PhilanthroFest 2013

Funds are requested to support a large-scale outdoor family-festival to promote non-profit organizations and encourage community engagement and volunteerism. The project activites will take place at the following venues: Miami Dade College - Wolfson Campus and Miami Science Museum.

^{*} The districts identified for each grantee indicate the location(s) of the event/project. However, spectators attending the event/project come from all throughout the County.

Organization/ Project Description FY 2012-2013 TDC Recommendation

20. The Rhythm Foundation, Inc.

Award: \$5,000

Award: \$5,000

Award: \$4,000

PO Box 398567, Miami Beach, Florida 33239 Organization Established in 1988 District Location(s) for Project Activity: 4*

TransAtlantic Festival 2013

Grant funds are requested to support the 11th annual TransAtlantic Festival, a series of modern world music concerts and events in April. The festival is a unique showcase of innovative and exciting young artists creating music from the beautiful collision between traditional sounds and modern influences. The project activites will take place at the following venue: North Beach Bandshell.

21. The Sunshine Jazz Organization, Inc.

1330 NW 93rd Street, Miami,, Florida 33147 Organization Established in 1986 District Location(s) for Project Activity: 1*

Music in the Park

Grant funds are requested to support the semi-annual Music in the Park Community Concert Family Entertainment Series promoting art and culture though music. Performers range from youths to senior citizens and the event is planned to showcase local, regional and national artists. The project activites will take place at the following venues: Ives Estates Park, Betty T. Ferguson Recreational Complex.

22. The Unconservatory, Inc.

8035 SW 26 Street, Miami, Florida 33155 Organization Established in 1992 District Location(s) for Project Activity: 7*

Gala For Two Pianos 2013

Grant funds are requested to support concert performances and educational activities to be held in conjunction with Gala for Two Pianos. Events will be presented featuring professional concert artists from Miami-Dade County. In the highlight of the season, Gala for Two Pianos will be celebrating its thirteenth anniversary with performances by Unconservatory directors Whipple and Morales and Miami Dade College professors Wayne Bumpers and Virginia Covarrubias. The project activites will take place at the following venue: Miami Dade College, Kendall Campus.

^{*} The districts identified for each grantee indicate the location(s) of the event/project. However, spectators attending the event/project come from all throughout the County.

Organization/ Project Description FY 2012-2013 TDC Recommendation

23. University of Wynwood. Inc.

Award: \$15,000

500 NE 56th St., Miami, Florida 33137 Organization Established in 2010 District Location(s) for Project Activity: 3*, 5*, 6*

O, Miami Poetry Festival

Grant funds are requested to support artistic and marketing fees associated with the 2013 O, Miami Poetry Festival. Created by University of Wynwood and the John S. and James L. Knight Foundation, O, Miami is a biennial, international poetry festival with the goal of delivering a poem to every single person in Miami--Dade County during the month of April 2013. The project activites will take place at the following venues: New World Center, The Betsy Hotel, Locust Projects, Lester's Miami and Books and Books.

^{*} The districts identified for each grantee indicate the location(s) of the event/project. However, spectators attending the event/project come from all throughout the County.